

Child Care Assistance Division
2500 W. Washington Ave.
Las Vegas, Nevada 89106
Phone: (702) 387-KIDS (5437)
Toll Free: (888) 387-0090
Fax: (702)636-0078

AGREEMENT FOR QUALITY ENHANCEMENT PROGRAMS AND SERVICES

This Agreement ("Agreement") entered into by the Child Care Assistance Division ("CCAD") and City of Las Vegas ("Delegate Agency") and United Way of Southern Nevada for the purpose of providing Quality Enhancement Programs and Services, in compliance with the State of Nevada, Department of Human Resources Welfare Division Regulations, for compensation in the amount of \$140,000.00. This Agreement shall be effective for the period commencing July 1, 2006 to June 30, 2007, with the following stipulations, conditions, and requirements:

PERFORMANCE:

I. COMPLIANCE

- A. This Agreement shall not become effective until approved by the appropriate representatives or governing body of both CCAD and the Delegate Agency.
- B. IRS Tax Exemption Letter- Delegate Agency must have on file proof of IRS granting 501[c] 3 nonprofit status or other appropriate tax reporting documentation for public or private agencies.

II. ASSURANCES

- A. Autonomy of Parties - CCAD and the Delegate Agency are associated with each other only to the extent set forth in this Agreement, and in respect to the performance of services as defined in this Agreement. Each party shall remain autonomous from the other party, and subject only to the terms of this Agreement. Each party shall have the sole right to supervise, manage, operate, control and direct the performance of the details under this Agreement. Nothing contained in this document shall be construed to create a partnership, employer-employee relationship, or otherwise create liability for one party whatsoever with respect to indebtedness, liabilities, and obligation of the other.
- B. Severability - If any provision contained in this Agreement is held to be unenforceable by law, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.
- C. Keeping Good Records- Delegate Agency assures CCAD that it shall maintain accurate work records on participant services, assistance and references, duties performed under this Agreement, and financial transactions as may be required.

Delegate Agency agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Delegate Agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office location of the Delegate Agency where such records may be found, with or without notice by auditors from CCAD or the State of Nevada, United Way of Southern Nevada, the Nevada Department of Administration, Budget Division, Nevada Attorney General's Office or its Fraud Control Units, the Nevada State Legislative auditor, any relevant Federal agency, including, but not limited to, the Comptroller General, the General Accounting Office and Office of the Inspector General.

- D. Non-Political and Non-Religious Activities; Compliance with Laws - Delegate Agency assures that funds will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate Agency agrees to comply with Title VI of the Civil Rights Act of 1964. Delegate Agency will not use funds from CCDF for religious or sectarian purposes. Delegate Agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.
- E. Delegate Agency does agree to defend, indemnify, and hold harmless CCAD, United Way of Southern Nevada and the Nevada Department of Human Resources and the employees, officers and agents of the Child Care Assistance Division, United Way and the Nevada Department of Human Resources from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Delegate Agency or the employees or agents of the Delegate Agency in the performance of this Contract. This indemnification is subject to the limitations and provisions of NRS Chapter 41.
- F. Federal Conditions
 - 1. Delegate Agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one half, as well as other provisions for employees paid under this agreement.
 - 2. Delegate Agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

3. Delegate Agency agrees to comply with the Pro-children Act of 1994, Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non-residence indoor facility or facility which is leased by the Delegate Agency which portion is also used routinely or regularly for the provision of health, daycare, education, or library services to children under 18 years of age.
 4. Delegate Agency is responsible for maintaining full compliance with OMB Circulars A-122, A-123, A-127 and A-133.
- G. Confidentiality - Subject to the Delegate Agency's requirement to comply with NRS Chapter 239, Public Records, each party shall keep confidential all information, in whatever form, observed or received by that party to the extent that such information is confidential by law or as required in this Agreement.

III. SCOPE OF WORK

- A. Delegate Agency will provide staff services and support to its Child Care program.
- B. Delegate Agency will offer child care training programs that promote quality improvement in a variety of topics. Delegate Agency is responsible for determining the content and format of such training, and determining the cost, if any to the consumer. Additionally, the Delegate Agency will maintain records of attendees of such training.

IV. MONITORING AND REPORTING

- A. Delegate Agency agrees that it will keep and maintain current licenses, permits, notices and certifications which may be required by any City ordinance or state and Federal statutes and regulations that effect the provisions of work being carried out under this Agreement.
- B. Delegate Agency shall permit CCAD and/or the Nevada Department of Human Resources representatives to monitor program progress during the year. The Child Care Assistance Division will monitor Delegate Agency records at least one time during the year. Delegate Agency will further allow access by any authorized CCAD, State official or the Comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.
- C. Delegate Agency will provide quarterly reports to CCAD regarding program status, services rendered and grants approved.

V. COMPENSATION

- A. CCAD agrees to compensate Delegate Agent an amount not to exceed \$140,000.00 for the grants, services and support provided by the Delegate Agency pursuant to this Agreement.
- B. Delegate Agency will be reimbursed by providing invoices, or other backup related to the services/grants provided, and the actual cost for compensation of the additional Licensing staff services and support. Delegate Agency shall provide a summary of the requested reimbursement, and attach all necessary back up documentation per request of funds.
- C. The Child Care Assistance Division or United Way of Southern Nevada will reimburse Delegate Agency, by check, within 30 days of receiving the request for reimbursement.
- D. Delegate Agency reimbursement requests must be submitted no later than ninety (90) days after the month of service. Billings submitted after ninety (90) days will be rejected as stale dated and are not eligible for payment approval.
- E. Delegate Agency final reimbursement requests for the contract period (July 1, 2006 through June 30, 2007) must be submitted no later than July 10, 2007. Any requests received after July 10, 2007 will be rejected as stale dated.

VI. TERMINATION

- A. This Agreement may be voluntarily terminated through a mutual decision by both parties, or unilaterally by either party at any time, with or without cause. All notices of termination required shall be provided in writing, and delivered by mail or in person to the other party not less than thirty (30) days prior to the effective date of the termination.
- B. The Delegate Agency shall be entitled to any reasonable and irrevocable expense incurred prior to the date of termination.
- C. If the Delegate Agency fails to fulfill its obligations in the performance of work specified under this Agreement, or violates any of the applicable laws or conditions, CCAD shall have the right to terminate this Agreement by giving no less than ten (10) days notice prior to the effective date of the termination. Upon such termination, Delegate Agency agrees to transfer to the Child Care Assistance Division any grant assets and applicable records, which are in its possession at the time of such termination.

I have read and understand the provisions contained within this agreement and agree to fulfill my obligations as stated.

CHILD CARE ASSISTANCE DIVISION

By: _____ Date: _____

Title: _____


CITY OF LAS VEGAS

By: _____ Date: _____
Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Approved as to form:


Date 9/28/06

UNITED WAY OF SOUTHERN NEVADA

By: _____ Date: _____

Title: _____